

**AVISTA RECREATION MANAGEMENT AREA
LANDOWNER AGREEMENT**

THIS LANDOWNER AGREEMENT ("Agreement"), entered into effective as of _____, 2023, is by and between Avista ("Landowner"), and the Montana Department of Fish, Wildlife and Parks ("Department").

WITNESSETH:

WHEREAS, it will be of benefit to the parties hereto and to the public to provide for adequate and responsible hunting and recreational management of the Landowner's property in Sanders County, to be designated as "Avista Recreation Management Area" ("RMA") more particularly described in Exhibit "A".

NOW, THEREFORE, in consideration of the promises set forth in this Agreement, the parties agree as follows:

1. The RMA shall be and remain open to lawful hunting and fishing during all legally established seasons subject to the terms and provisions of this Agreement and other restrictions as may be established by Landowner. Landowner may close lands to all public access during periods of high fire danger at Landowner's discretion. The Department will be informed of said closures.
2. Special Regulations, as shown in Exhibit "A" attached hereto, will be promulgated and enforced by the Department.
3. As a means of providing the recreating public with the Special Regulations, informational sign boards or kiosks may be installed on roads at entry points to the RMA.
4. All necessary signs and kiosks to be posted shall be provided by the Landowner and installed by the Department at the Landowner's expense.
5. The Landowner expressly reserves the right to remove, or cause to be removed, any person or persons from the RMA for any cause.
6. The Landowner is not conveying any interest or right to the Department or the public by entering into this Agreement and all privileges and rights of ownership remain with the Landowner.
7. Except as otherwise provided herein, this Agreement will remain in effect for the period of time from the date of signing by both the Department and Landowner to August 25, 2025. Landowner may terminate this Agreement upon 60 days' advance written notice of termination. In the absence of early termination, the Department may give written notice to the Landowner of its desire to renew this Agreement no later than January 1, 2025. Thereafter, the parties shall have until August 15, 2025, to conclude the renewal by signing an amendment to this Agreement or a new Agreement.
8. If Department fails to perform in accordance with this Agreement or uses the lands in a manner inconsistent with the provisions hereof, the Landowner may notify the Department by written notice of default, effective when received. If Department fails to take appropriate action to correct the default within 60 days from receipt of Landowner's notice, then this Agreement may be terminated by Landowner upon delivery of a written notice of termination, effective upon receipt of such notice of termination.
9. If Landowner transfers or ceases to manage all or a portion of their real property subject to this Agreement during the term hereof, this Agreement shall be terminated as to that portion of the property no longer under Landowner's control, unless this agreement is ratified in writing by the Landowner's successor.
10. Governing law. This Agreement shall be construed in accordance with and governed by the laws of the State of Montana.
11. Modification. No modification or amendment of this Agreement will be valid or binding upon the parties unless such modification or amendment is in writing, signed by both parties.
12. Notices. Addresses for the respective parties are as follows, which addresses shall be used for purposes of written notices required under this Agreement:

Montana Fish, Wildlife and Parks, Region 1 Office, 490 North Meridian Road, Kalispell, MT 59901

Avista, 150 Noxon Rapids Dam Rd, Noxon, MT 59853

Notices may be delivered by personal delivery against signed receipt, by postage paid, registered mail deposited with the U.S. Postal Service, or by an overnight courier service which provides a confirmation of delivery.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

Montana Fish, Wildlife and Parks by: _____

Avista by: _____

EXHIBIT "A"

AVISTA RECREATION MANAGEMENT AREA

Public Use Special Regulations

1. Motorized vehicles may only be driven in the above described area on established roads designated open for motorized travel, or in designated parking and camping areas as posted. Landowners and/or their designee in the course of administrative work, and federal, state, and county officials in the course of their official duties will be exempt from these vehicular restrictions.
2. Target shooting and discharge of firearms is prohibited on Avista lands in all posted safety zones and on lands from June 1 through August 31, annually.
3. Camping on Avista land is limited to 14 days during any 30-day period, with a 30-day limit per calendar year.
4. Camping is allowed on all Avista lands unless it is posted "Day Use Only."
5. No person may leave a campsite unattended overnight, nightly occupancy is required.
6. No person may destroy, injure, pick up, remove or otherwise damage any natural structures or items on Avista lands. Persons cannot willfully or negligently cut or destroy any tree, shrub or plant without written approval by Avista or take, possess or damage any geological, historical, or archaeological feature.
7. Any and all ground disturbance is prohibited on Avista lands
8. Visitors utilizing campsites and day use sites will keep their site clean, organized and free of litter and debris that may attract any wildlife. Feeding wildlife intentionally or unintentionally is prohibited.
9. Waste & refuse disposal: litter, pollutants, or other refuse, including fish entrails must be disposed of off-site. Sewage waste from portable toilets or recreational vehicles may not be disposed of in vault toilets or on the ground; it must be disposed of at a proper handling facility.
10. Fires may be built only in established fireplaces, grills, steel fire rings, or camp stoves. Rock fire rings are prohibited.
11. No person may leave a fire unattended; fires must be attended at all times.
12. Avista lands may not be used for any commercial or special use purposes without an Avista issued Special Use Permit.
13. No firewood cutting is allowed (use of dead and downed wood for onsite camping is permitted).
14. Fireworks are not permitted anywhere on Avista lands.